

ACCOUNT ESTABLISHMENT FORM

ACCOUNT INFORMATION

Form must be filled out completely. Mandatory items are in bold. All changes must be in writing.

Company Name

Billing Address	City	State	Zip
Phone	Fax	Email	
Year Established	Corporation	Partnership	Proprietorship
Incorporated Under Laws of Which State?		Year Incorporated	
Employer Identification #		Dunn & Bradstreet #	
Industry: OB/Mobile Unit	Network	Government	Production
		Integrator	Venue
			Other
Tax Exempt Resale #			
For Proprietorship/Partnership: Social Security #		Drivers License #	State
Name of President			
Residence Address	City	State	Zip
Name of Vice President (Optional)			
Residence Address	City	State	Zip
Name of Treasurer			
Residence Address	City	State	Zip
Sales Contact Person		Accounting Contact Person	
Do you use purchase orders? Yes No			
Authorized Name #1		Authorized Name #2	
Credit Limit			

TRADE REFERENCES

Please provide at least 2 references.

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If checked, } [A@aA ac A^a^ references are A^~ a^a.

Company Name

Address	City	State	Zip
Phone	Fax	Email	
Contact Name			

Company Name

Address	City	State	Zip
Phone	Fax	Email	
Contact Name			

TRADE REFERENCES CONTINUED

Additional references are optional.

Company Name

Address City State Zip

Phone Fax Email

Contact Name

Company Name

Address City State Zip

Phone Fax Email

Contact Name

BANK REFERENCE

Name of Bank Branch

Address City State Zip

Phone Fax

Bank Contact Name

Checking Account # Savings Account #

AUTHORIZED TO RELEASE BANKING INFORMATION

Please release any and all information on my accounts. Photocopies of this authorization may be made to facilitate multiple inquiries. In the event that you receive a photocopy, it should be treated as an original and the information be release.

Name of Company and/or Individual

Signature Date

INSURANCE INFORMATION

Rental insurance is required. Please refer to "Bexel Insurance Requirements." Include a copy of your Certificate of Insurance listing "Bexel" as loss payee. Certificate must also include Transit Coverage.

Insurance Broker

Address City State Zip

Phone Contact Name

STANDARD TERMS OF SALE

These Standard Terms of Sale (the "STS"), are applicable to the sale of product(s) by NEP Bexel Inc. "Bexel" (Seller) to the Buyer (defined as the party issuing the Offer, Purchase Order or similar request to purchase). It is agreed between Buyer and Seller that these terms attach to any sale between them unless specifically agreed, in writing signed by authorized agents of each of Buyer and Seller, otherwise.

1. **Relationship of the Parties.** The relationship of the parties hereto is solely that of Seller and Buyer, with Buyer acting in the capacity of independent purchaser, whereby Buyer assumes all risks and costs for its actions and Seller as an independent vendor, responsible for its attendant risks and costs.
2. **Order Entry and Acceptance of Firm Orders.** Buyer's Purchase Orders or similar requests ("Purchase Order" or "Order") shall be subject to the STS without qualification. Where applicable Seller will confirm its acceptance of Orders with delivery information, however, irrespective of any statement by it to the contrary, the STS shall control. No Order shall bind Seller until duly accepted by Seller and Seller's acceptance is conditioned upon Buyer's assent to the STS. Any terms contained in Buyer's Purchase Order inconsistent with the STS will be deemed stricken. **ANY AGREEMENT BETWEEN THE PARTIES TO MODIFY THE TERMS AND CONDITIONS CONTAINED HEREIN SHALL BE IN WRITING AND SHALL BE EXECUTED BY AUTHORIZED REPRESENTATIVES OF BOTH SELLER AND BUYER.** In the event Buyer fails to satisfy Seller's credit requirements for payment, Seller may: (i) require prepayment by the Buyer (ii) refuse to accept an Order, and/or (iii) withhold delivery.
3. **Products.** "Product(s)" are defined as those goods which are offered for sale by Seller and which are subsequently sold to Buyer pursuant to Buyer's Order, Purchase Order and/or Seller's Quotation or Proposal.
4. **Prices.** Quotations, unless stated otherwise on their face, are valid for only thirty (30) days from issuance. Quotations may be withdrawn by the Seller at any time prior to acceptance of a Quotation by the Buyer. Product(s) will be offered to Buyer via Seller's price quotation, and those quotations exclude any and all taxes, duties and any other governmental imposed fees. Buyer shall assume responsibility for any and all tariffs, duties, value-added, withholding and all other taxes on shipments of Products (except taxes based on the gross or net income of Seller) or provide Seller with its tax exemption certificate acceptable to the appropriate taxing authorities contemporaneous with its Purchase Order. On Orders for shipment outside the United States, all required import duties, licenses and fees shall be payable by Buyer in addition to the stated prices. Prices for Product(s) shall be those quoted, in effect, and agreed to at the time of Order placement. If there is any delay in completion or delivery of an Order due to any change requested by Buyer or as a result of Buyer caused delay in furnishing information required for completion or delivery of the Order, the quoted price is subject to change. Sales or other tax or duty which Seller may be required to collect or pay upon the sale of Product(s) will be added to the invoice price.
5. **Payment.** All payments shall be made in United States dollars. Unless otherwise agreed in writing all payments due Seller on account of an Order shall be paid in advance of shipment of the Product. In the event that other terms are agreed between the parties then those terms shall be in writing and Seller shall submit invoices to Buyer stating amounts due prior to or upon delivery of the Product(s). In the event that payment for Product(s) is agreed to be made "on account" (i.e. not in advance or upon delivery) then they shall be made by the Buyer as specified below:
 - A. Payment for sales to a Buyer located in the United States and on account are to be made, unless otherwise agreed, net thirty (30) days from date of invoice, via credit card, or a prepaid wire transfer with a confirmation of wires to Seller.
 - B. Payment for sales from a Buyer located outside the U.S. shall be made via secure bank transfer (wire or irrevocable letter of credit). Seller shall provide a pro forma invoice document to Buyer detailing an itemized cost for the transaction. Where applicable the letter of credit shall be in a form for the benefit of and acceptable to Seller, shall be issued and confirmed prior to shipment, and must be furnished by Buyer. Letter of credit requirements shall be furnished as required. All costs related to opening, confirming, extending, and modifying such letters of credit shall be Buyer's.
 - C. In all cases Seller shall retain, and Buyer agrees to the grant of, a Purchase Money Security interest in the Products until all amounts due Seller are paid and Buyer further agrees to execute any documentation required to evidence and effectuate that interest at Seller's request.
 - D. A service charge of 1.5% per month, or the maximum interest rate allowable under applicable law (if less), shall be applied to all past due balances.
 - E. Seller shall maintain the unilateral right to offset any credits due for outstanding balances due.
6. **Delivery, Packing, Shipping and Title.** Delivery dates indicated on quotations are approximations only. Packing shall be in accordance with Seller's standard best commercial practices. Products shall be delivered **Ex Works** Seller's facilities in the USA (INCOTERMS EXW). Seller shall utilize its carrier of choice and shipping costs will be invoiced to Buyer. Shipping charges resulting from refused shipments will be immediately due and payable, including a 20% restocking fee of Product's invoice amount. In no event shall Seller's delivery of Product be defined as a transfer of intellectual property rights, patent license, or copyright.
7. **Returns.** Sales of used, B-Stock or Discontinued items made after a physical inspection by the Buyer are "As Is, Where Is" and may not be returned. Sale of Product(s) purchased without an opportunity to inspect (as in an internet sale) by the Buyer as Used, B-Stock or Discontinued items may be returned within two (2) days of delivery. Products purchased as new (not discontinued, used or B-Stock) may be returned within fourteen (14) days of its delivery. All returned Product(s) will be subject to a 20% restocking charge from Product purchase price, excluding shipping costs. Products must be returned in original packing material and free of any damage to receive this credit. Returns of special order products are not subject to this return policy and those sales are final.

STANDARD TERMS OF SALE

8. **Warranty.** The Warranty detailed below is, except to the extent as may be required by local law, the complete Warranty provided as to the Product(s) and Seller makes no other warranty, guaranty, condition or representation whatsoever or of any kind, express or implied regarding the Product(s), their conditions, their fitness for any particular purpose, their merchantability, quality or condition. This Warranty extends only to the Buyer and may not be assigned without the written agreement of the Seller.

- A. New Product not manufactured by Seller will carry a Warranty from its manufacturer only and Buyer will have the benefit of that Warranty (See "E" below).
- B. Seller warrants its newly manufactured Products to be free from defects in materials and workmanship for a period of one (1) year from the original date of purchase by the Buyer.
- C. Seller warrants its demonstration, "B" stock and/or "used" items to be free from defects in materials and workmanship for thirty (30) days from the date of purchase of the Product by the Buyer.
- D. For Products warranted by the Seller, it will promptly repair (or replace at its option) any Product which is defective in material or workmanship, without charge to the Buyer, where such defect occurs within the Warranty period detailed above. However, Seller's warranty shall be voided and of no further effect in the event that the Product has been repaired or altered by anyone other than Seller. Any Product repaired or replaced by Seller shall continue to be warranted under the original (unexpired) warranty period provided by Seller. Buyer must obtain a Return Merchandise Authorization (RMA) prior to any return of Product to Seller.
- E. Products not manufactured by Seller but purchased through Seller shall be covered by the original manufacturer's relevant warranty.
- F. This Warranty shall not and does not extend to any Third Party Products (those not manufactured by Seller) and such manufacturer's warranty shall be the sole warranty in respect to such Third Party Products. Warranty documents for Third Party Products are available from your sales representative.

This warranty does not cover defects caused by improper handling, installation or maintenance, abnormal use or unapproved alterations. Seller shall not, in any event, be liable for any damages, including any lost profits, lost savings, or other incidental or consequential damages arising out of the use or inability to use the Product(s). This warranty gives the owner certain legal rights, and possibly other rights, which may vary from state to state and from country to country. The Seller's responsibility will be to either repair or replace the Product or, if in the Seller's opinion repair or replacement is infeasible, to return Buyer's purchase monies paid to Seller.

9. **Limitation of Liability.** Seller's warranty or other liability and Buyer's sole and exclusive remedy for damages for any claim with respect to a sale, or any supplemental sale of Product(s) or their use or nonuse, or delivery or non-delivery, regardless of legal theory, will not be greater than the actual purchase price of the Product(s) with respect to which such a claim is made. **UNDER NO CIRCUMSTANCES WHATSOEVER WILL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, COSTS OF REMOVAL/REINSTALLATION, LOSS OF GOODWILL OR REVENUES OR PROFITS, LOSS OF USE, INJURY, OR INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT.**

10. **Product Changes and Discontinuance.** Where applicable to Seller manufactured Products Seller shall endeavor to provide notification of changes in Product's form, fit, function, specifications or discontinuance, however Seller shall have the right to make any changes or modifications to, or to discontinue, any Product(s) at any time, and Seller has no obligation and/or liability for failure to notify Buyer.

11. **Patents/Copyrights.** Seller will indemnify Buyer against a claim, limited to the value of an applicable Order, that Product(s) manufactured by the Seller directly infringe a U.S. patent or copyright, except for any claim based upon the combination of the Product(s) with other elements if such infringement would be avoided by the use of the Product alone. This indemnity does not extend to any article of another manufacturer or of Buyer's design or to any Products modified by Buyer and/or its customers. Buyer shall notify Seller promptly as to any known or reasonably suspected claims of infringement of any copyrights, patent rights other proprietary rights relating to the Products. Seller may, in its sole discretion, decide to take or not to take whatever course of action it deems appropriate in connection therewith. If Seller elects to protect or enforce such rights (whether identified by Buyer or otherwise) by taking legal action, Buyer agrees to provide reasonable cooperation at Seller's request and expense in connection with any such action. If Seller initiates and prosecutes any legal cause of action related to such infringement, all legal expenses (including court costs and attorneys' fees) shall be for Seller's account and Seller shall be entitled to all amounts awarded by way of judgment, settlement or compromise.

12. **Ownership.** Notwithstanding any other provision herein, Seller (and its licensors or other suppliers, as applicable) retains (i) all copyrights, patent rights, trade secret rights as well as any and all other proprietary rights in or to the Products, Software, all documentation and other related materials, and all copies and derivative works thereof (by whomever produced), (ii) all service marks, trademarks, trade names or any other designations of Seller, and (iii) all title to, and, except as expressly licensed herein, all rights to the Software components and portions of the Products.

13. **Indemnification.** Buyer agrees to indemnify Seller, its directors, officers, employees, attorneys and agents from, and hold each harmless against, any and all losses, liabilities, claims, damages or expenses incurred arising out of or by reason of any claim, investigation, litigation or other proceedings, including any threatened investigation or litigation or other proceedings, relating to any act or service performed by the Buyer hereunder in regards the Product(s) and/or this agreement, including without limitation the reasonable fees and disbursements of counsel incurred in connection with any such investigation or litigation or other proceedings (but excluding any such losses, liabilities, claims, damages or expenses incurred by reason of the gross negligence or willful misconduct of the entity to be indemnified).

STANDARD TERMS OF SALE

14. **Termination.** Either party may terminate an Order, without liability to the other party if the other party: (a) materially breaches an Order or this STS, and does not correct such breach within thirty (30) calendar days after written notice detailing such breach, (b) becomes insolvent, or enters or is placed in bankruptcy, receivership, liquidation, or transfer assets for creditor's benefit, or is dissolved, provided such event is not cured nullified within thirty (30) calendar days of event effectuation, or (c) material assets necessary for business operation become subject to attachment, embargo or expropriation. Upon termination, all accounts shall be reconciled, whereby all amounts due Seller are immediately due.

15. **Force Majeure.** Seller's delay or failure to perform its obligations under this STS or any Order shall be excused to the extent that it is caused by any *force majeure* event. Such as any event beyond the reasonable control of Seller, inclusive of Acts of God, war, civil unrest, strike, embargo, weather, etc.

16. **Legal Compliance.** Seller and Buyer, respectively, shall be responsible for compliance with and for the obtaining of such approvals and/or permits as may be required under national, state, and local laws, ordinances, regulations, and shall be responsible for complying with applicable laws and regulations which apply to the Product(s) in their respective jurisdictions. Seller makes no representation and is not responsible for legal compliance outside of California. Buyer agrees to comply with the Bribery Act of the United Kingdom and the U.S. Foreign Corrupt Practices Act (regarding among other things, payments to government officials) as well as all export laws, restrictions, national security controls and regulations of the United States or other applicable foreign agency or authority.

17. **Language, Governing Law and Disputes.** THE SALE AND THE STS IS GOVERNED BY, AND CONSTRUED ACCORDING TO, THE LAWS OF THE STATE OF CALIFORNIA, U.S.A., AND EXCLUDES APPLICATION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. Both parties consent to California as the sole jurisdiction and venue for actions arising hereunder.

18. **Severability.** If any provision contained herein shall be held to be invalid, illegal, or unenforceable under any statute, regulation, ordinance, executive order, or other rule of law, that provision shall be deemed severed to the extent necessary for compliance therewith.

19. **Assignment.** Buyer may not assign any of its rights or delegate any of its obligations under this STS without first obtaining the prior written consent of Seller.

20. **Software.** "Software" is defined as machine-readable code or firmware, which is owned by or licensed to Seller, and resides in Product and is licensed to Buyer on a non-exclusive, worldwide, fully paid basis for use in the Product. The Buyer is not authorized to reproduce, copy, modify, repair, decompile, reverse engineer, disassemble, reverse translate, or in any manner decode the Software.

21. **Entire Agreement.** The STS and any Order referencing the same shall constitute a complete and exclusive final written expression of all the terms of agreement between the parties, and shall supersede all understandings and negotiations concerning the matters specified herein. Any representations, promises or warranties, or other terms and conditions made by either party that differ in any way from this STS must be in written form executed by both Buyer and Seller.

I agree to the Terms and Conditions.

Authorized Signature

Date

Print Name

Title

Legal Name of Business

3 Ways to Submit This Form:

- 1) Send to Your Sales Rep
- 2) eFax: +1-818-450-0914
- 3) Email: CreditDept@bexel.com

Mail Payments To:

NEP Bexel Inc.
Attn: Accounts Receivable
2 Beta Drive
Pittsburgh, PA 15238

FOR BEXEL USE ONLY:

Account Originator

Approved by Date

Limit/Terms

Account Executive Account #

Hub Location